on this subject, in an exhaustive opinion. For the Massachusetts rule see *Warren v. Fitchburg R. R. Co.,* 8 Allen 227.

CORPORATIONS—CONTRACT—CONSIDERATION—EQUITABLE RELIEF.—KENDALL V. KLAPPERTHAL CO. ET AL., 52 ATL. 92 (PA.).—Two corporations were created, owned and managed in the interest of a third corporation. Certain directors of the parent company indorsed notes of one of the others and having paid them, were reimbursed from funds of the original company. *Held,* that their relation was a sufficient consideration to warrant this.

There can be no doubt that directors of a corporation can reimburse themselves for loss from indorsement of its paper; 1 *Moraw., Priv. Corp.,* Sec. 526; 3 *Thompson, Corp.,* Sec. 4069; but an extension of the dictum to accord with the above facts seems contrary to the rule that, unless expressly authorized by charter, one corporation cannot lend its credit to another. *Smith v. Alabama L. Ins. Co.,* 4 Ala. 558. So it was ultra vires for a railroad corporation to guarantee the dividends of an elevator company. 30 *Am. and Eng. R. R. Cas.* 522. The decision in the case in hand rests solely on the basis that, if necessary, courts of equity will look behind the artificial personality to the individuals who compose it. *Rice's Appeal,* 79 Pa. 168; *Gas Co. v. West,* 50 Iowa 16.

DEFECTIVE SIDEWALK—WHAT CONSTITUTES.—BIEBER V. ST. PAUL, 91 N. W. 20 (MINN.).—Plaintiff was injured by slipping on a hexagonal cement block depressed on one edge an inch and a quarter below the level of the sidewalk. *Held,* that this defect was such as to render the city liable for damages. Lewis, J., *dissenting.*

The extent of use of the street is made the test of liability, but the courts generally hold that slight defects will not render the municipality liable. In *Beltz v. Yonkers,* 148 N. Y. 67, for a similar, but more pronounced defect there was no liability. See also *Jackson v. Lansing* (Mich.), 80 N. W. 8; *Morgan v. Lewiston,* 91 Me. 566; *Morris v. Philadelphia,* 45 Atl. 1068 (Pa.), and 24 *Am. and Eng. Enc. Law* 90.

EVIDENCE—DECLARATIONS—PEDIGREE.—WASHINGTON V. THE BANK FOR SAVINGS IN CITY OF NEW YORK, 63 N. E. 831 (N. Y.).—Testimony as to declarations of deceased to the effect that *she had never had any children* was introduced for the purpose of showing that accounts with defendant bank "in trust for son John" and "in trust for son Thomas" were in reality for the benefit of the deceased herself. The testimony was *held* competent as a matter of pedigree.

From the time of *The Bukley Peerage Case,* 4 Camp. 401 (decided in 1811), on, this exception to the rule against the admission of hearsay evidence has been repeatedly recognized both here and in England. *Stein v. Bowman,* 13 Pet. 209; *Eisenlord v. Clum,* 126 N. Y. 552; *Dawson v. Myall,* 45 Minn. 408. While, undoubtedly, the principle involved in declarations as to the existence, or non-existence, of children is the same, nevertheless authorities in support of the latter statement are so rare as to make this decision worthy of notice. See *Butrick v. Tilden,* 155 Mass. 461.

FOREIGN CORPORATIONS—WHAT CONSTITUTE—REMOVAL OF CAUSES.—CALVERT V. SOUTHERN RY. CO., 41 S. E. 963 (S. C.).—The South Carolina statute fixes conditions under which foreign corporations may become domestic. The

Southern Ry. Co., a Virginia corporation, having complied with these provisions, was sued by a citizen of South Carolina in the courts of that state. *Held,* that the railway company was not a citizen of South Carolina, and was therefore entitled to a removal of the cause to the federal court. Gary, A. J., Pope, J., and Townsend, Circuit Judge, *dissenting.*

The weight of authority would seem to be with the dissenting opinion. In a Kentucky case it is stated that a foreign corporation does not become a corporation of that State by being licensed to do business in a State, but is suable as a non-resident; yet if a corporation is created by the adoption of a foreign corporation, its status is the same as if it had been originally incorporated by the State adopting it. *Uphoff v. Chicago R. Co.,* 5 Fed. 545. Alabama, Georgia, Pennsylvania, Virginia and West Virginia courts have upheld this view. *Contra, Markwood v. Southern Ry. Co.,* 65 Fed. 817. The two cases on which the opinion of the court is chiefly based are not wholly parallel to the case in hand. In one the plaintiff was herself a citizen of the State of the defendant's original incorporation. *R. R. Co. v. James,* 161 U. S. 545, 40 L. Ed. 802. In the other the plaintiff, as an Indiana corporation, sued a Kentucky corporation, although itself domesticated in Kentucky. *Louisville, etc., R. Co. v. Louisville Trust Co.,* 174 U. S. 552.

INJUNCTION—PUBLICATION OF LIBEL.—MARLIN FIREARMS CO., v. SHIELDS, 64 N. E. 163 (N. Y.).—Defendant published "fake" letters falsely attacking the quality of articles manufactured by plaintiff. Plaintiff brought bill in equity to enjoin further publication, alleging that he had no adequate remedy at law and that it was impossible to ascertain or prove special damages. *Held,* that publication could not be enjoined.

For a discussion of the principles involved, see XI *Yale Law Journal* 372, where the opinion of the Appellate Division, now reversed, was commented upon and adversely criticised.

INSURANCE—ADDITIONAL INSURANCE—ESTOPPEL.—RAUCH V. MICHIGAN MILLERS' INS. CO., 91 N. W. 160 (MICH.).—Where a policy holder took out additional insurance contrary to the terms of the policy, but notified the company which did not reply, *held,* that the company is estopped from claiming that the policy is avoided. Prant, J., *dissenting.*

No recovery can be had where additional insurance is taken out contrary to the terms of the policy. *Continental Ins. Co. v. Hullman,* 92 Ill. 145; *Ill. Mutual Fire Ins. Co. v. Fix,* 53 Ill. 151; *Germania Ins. Co. v. Klewer,* 129 Ill. 600. But the principle that the silence of the company indicates that it is willing to continue the policy, is well established in *Phoenix Ins. Co. v. Johnson,* 42 Ill. 66; *Ill. Fire Ins. Co. v. Stanton,* 57 Ill. 354; *Williamsburg City Ins. Co. v. Cary,* 83 Ill. 453.

JURISDICTION—STATE BOUNDARIES—ADJACENT WATERS.—LENNAN V. HAMBURG-AMERICAN S. S. CO., 77 N. Y. SUPP. 60.—*Held,* the New Jersey courts have jurisdiction of an offense committed on the seas within three miles of the New Jersey shore.

By the law of nations, every nation has exclusive jurisdiction to the distance of a marine league over the waters adjacent to its shores. *Church v. Hubbart,* 2 Cranch 234; *The Brig Ann,* 1 Gallis. 62. And over all bays wholly within the territory of the country which do not exceed two marine